

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

IN RE: DAVID GENE DOOLE
dba Fiberlink Technologies, LLC

Debtor

CHAPTER 7 PROCEEDING

CASE NO. 21-10861-JDW

**MOTION FOR RELIEF FROM AUTOMATIC STAY
AND FOR OTHER RELIEF**

COMES NOW, Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto, a party in interest in this cause, by and through its attorney, and moves this Court to lift the automatic stay as to certain property of the Debtor, and for other relief, and in support of said motion would respectfully show unto the Court the following to wit:

I.

That on or about May 3, 2021, the above-named Debtor filed a voluntary petition in Bankruptcy pursuant to 11 U.S.C. Chapter 7. By operation of 11 U.S.C. 362, the Plaintiff is prohibited from commitment of any judicial proceeding against the Defendant, any act to obtain possession of property of the estate, or any act to enforce any lien against the property of the estate.

II.

That the Bankruptcy Court has jurisdiction over this proceeding pursuant to 28 U.S.C. 1471 and 11 U.S.C. 362.

III.

That on or about September 30, 2019, Fiberlink Technologies, LLC and David Doole did execute a certain Note, and Fiberlink Technologies LLC and David Doole, did execute a certain Retail Installment Sale Contract in favor of Wells Fargo Auto and secured by the 2019 Ford Super Duty F-350 DRW, VIN 1FDRF3HT9KDA14072. A copy of said Retail Installment Sale Contract

attached hereto as an Exhibit as though fully copied herein. The value of the subject property is \$45,800.00 according to the NADA.

IV. Debtor

That the Debtor has defaulted in the payment of the current months' indebtedness and is now due and owing for the January 30, 2021 payment and all subsequent payments. That as of September 27, 2021, Plaintiff is due \$10,818.96, plus all payments and charges that accrue hereafter. As of January 23, 2021, the payoff amount is \$74,695.33.

V.

Plaintiff would show that sufficient cause exists for the termination, annulment or modification of the automatic stay as provided in 11 U.S.C.362 (d) (1) because of the failure of the Defendant to make the payments set forth above and because there is no equity in the property and because subject property is of inconsequential value or benefit to the estate and further that the Trustee should abandon the property pursuant to 11 U.S.C. §554(b). Plaintiff would urge the Court to terminate, modify or lift the automatic stay and abandon the subject property from the estate of the Debtor, so as to allow the Plaintiff to pursue all remedies available to it under the terms and conditions of said Deed of Trust, and applicable state law, including initiation of foreclosure proceedings. Plaintiff further asks for attorney fees and court costs incurred. Plaintiff also requests that the 14-day stay imposed by FRBP 4001(a)(3) be waived.

WHEREFORE, PREMISES CONSIDERED, Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto files this Motion and prays that the automatic stay afforded by 11 U.S.C. 362 be terminated, modified or lifted, after notice and hearing, so as to allow Plaintiff to pursue its remedies and to initiate foreclosure proceedings against the property which is subject to said Deed of Trust, that the Trustee be ordered to abandon the property from the estate pursuant to 11 U.S.C. §554(b) and

for attorney's fees and costs incurred. Plaintiff also requests that the 14-day stay imposed by FRBP 4001(a)(3) be waived.

Respectfully submitted,
LOGS LEGAL GROUP LLP

/s/ Eric C. Miller

William Savage #105785
Eric Miller #102327
Attorney for Creditor

CERTIFICATE OF SERVICE

I, the undersigned, of the firm of LOGS Legal Group LLP, do hereby certify that I have this date provided a copy of the foregoing either by electronic case filing or by United States mail postage pre-paid to the following:

William L. Fava
wfava@mitchellcunninghamfava.com

Robert H Lomenick, Jr, Attorney for Debtor
robert@northmsbankruptcy.com

Office of the U.S. Trustee
USTPRegion05.AB.ECF@usdoj.gov

David Gene Doole
152 Moore Crossing South
Byhalia, MS 38611

Dated: October 4th, 2021

Respectfully Submitted,
LOGS LEGAL GROUP LLP

/s/ Eric C. Miller
William Savage #105785
Eric Miller #102327
Attorney for Creditor

Presented by:
William Savage #105785
Eric Miller #102327
LOGS LEGAL GROUP LLP
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Telephone No. (601) 981-9299
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E-mail: logsecf@logs.com
BK Case No. 21-10861-JDW

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

IN RE: DAVID GENE DOOLE
dba Fiberlink Technologies, LLC,
Debtor

CHAPTER 7 PROCEEDING
CASE NO. 21-10861-JDW

ORDER GRANTING RELIEF FROM AUTOMATIC STAY
DOCKET NO.

THIS CAUSE came on for consideration on the motion to lift automatic stay filed by Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto, and the Court finds that the Debtor, David Gene Doole a/k/a Fiberlink Technologies, LLC, has failed to respond to plaintiff's Motion.

IT IS ORDERED AND ADJUDGED that the Automatic Stay provided for in 11 U.S.C. 362 be modified to allow Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto to pursue all remedies available to it under the applicable state law against Debtor's property described as follows:

2019 Ford Super Duty F-350 DRW, VIN 1FDRF3HT9KDA14072

Entry of this order shall constitute the entry of a final judgment pursuant to Bankruptcy Rule 9021 and Rule 58 of the Federal Rules of Civil Procedure and shall be applicable to any subsequent Debtor conversion of this case to any other Chapter under the Bankruptcy Code.

IT IS FURTHER ORDERED AND ADJUDGED that the Trustee shall abandon the hereinabove described property from the estate pursuant to 11 U.S.C. §554(b).

##END OF ORDER##

Presented by:
William Savage #105785
Eric Miller #102327
LOGS LEGAL GROUP LLP
1080 River Oaks Drive, Suite B-202
Flowood, MS 39232
Telephone No. (601) 981-9299
Facsimile No. (601) 981-9288
E-mail: logsecf@logs.com
BK Case No. 21-10861-JDW

Buyer Name and Address (Including County and Zip Code)		Seller Name and Address (Including County and Zip Code)	
FIBERLINK TECHNOLOGIES LLC 151 FLOWER HOUSE LOOP TROUTMAN NC 28166 IREDELL		EDWARD FORD LINCOLN, LLC 1011 FOLGER DR STATESVILLE NC 28625 IREDELL	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2019	FORD TRUCK F-350 DRW	1FDKF3HT9KDA14072	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCIAL CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. 7.99%	The dollar amount the credit will cost you. \$ 20195.16	The amount of credit provided to you or on your behalf. \$ 77067.48	The amount you will have paid after you have made all payments as scheduled. \$ 97262.64	The total cost of your purchase on credit, including the finance charge. \$ 5488.83 \$ 102751.47

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 1350.87	MONTHLY beginning 03/01/2019
N/A	\$ N/A	N/A
V/A		

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 15.00.

Prepayment: If you pay early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 1150.31 sales tax)	\$ 70794.81	(1)
2 Total Downpayment = 2017 FORD TRUCK SUPER DUTY F-25 (Year) (Make) (Model)		
Gross Trade-In Allowance	\$ 31500.00	
Less Pay Off Made By Seller to FORD MOTOR CREDIT C	\$ 35827.11	
Equals Net Trade In	\$ -4327.11	
+ Cash	\$ 6815.94	
+ Other N/A	\$ N/A	
+ Other N/A	\$ N/A	
+ Other N/A	\$ N/A	
+ Other 3566	\$ 3000.00	
(If total downpayment is negative, enter "0" and see 4l below)	\$ 5488.83	(2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 65305.98	(3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep payment of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies: Life \$ N/A		
Disability \$ N/A		
B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A		
C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A		
D Optional Gap Contract \$ 999.00		
E Official Fees Paid to Government Agencies N/A		
F Government Taxes Not Included in Cash Price N/A		
G Government License and/or Registration Fees LICENSE		
ONLINE REG \$ 122.50		
H Government Certificate of Title Fees \$ 52.00		
I Other Charges (Seller must identify who is paid and describe purpose) W/A for Prior Credit or Lease Balance \$ N/A		
FORD WARRANTY to DIESELCARE PLUS - \$ 6000.00		
FORD WARRANTY to PREMIUM MAINTENANC \$ 4389.00		
PANDY MARION FORD to PDC FEE \$ 199.00		
W/A \$ N/A		
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 11761.50		(4)
5 Amount Financed (3 + 4)	\$ 77067.48	(5)

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A. Yes / No SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. Name of Gap Contract

I want to buy a gap contract. Buyer Signs X *[Signature]*

Buyer Signs X *[Signature]*

Co-Buyer Signs X *[Signature]*

</div

OTHER IMPORTANT AGREEMENTS

a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis by dividing the Percentage Rate on that unpaid part of the Payments by the number of days in the month. The unpaid part of the Finance Charge, to the amount you owe under this contract, and to other amounts you own under this contract in any order we choose as the law allows.

b. **How late payments or early payments affect your payment.** We may apply each payment to the unpaid part of the Finance Charge and to other amounts you own under this contract in any order we choose as the law allows.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the agreement that you will make every payment on time and due. Your Finance Charge, Total Payment, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment, or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage, bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security Interest.** You agree to a security interest in:

- The vehicle and all parts or goods installed in it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service or other contracts we finance for you; and
- All products, insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **Insurance coverage on the vehicle.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will either buy insurance that covers our interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break your promises (defaults), we may demand that you pay all you owe on the vehicle at once. Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreement in this contract.

The amount you still owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

c. **What you can do if your attorney sues us.** If your attorney sues us, we may defend ourselves in court. We may hire another attorney to defend us. The maximum attorney fees we may pay will be 25% of the amount you owe.

d. **We may take the vehicle from you.** If you default, we may repossess (repossess) the vehicle from you if we do so peacefully and the law allows. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you until you do not ask for those items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If we keep the sale but do not end up getting the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you buy all these or some of these, we may require you to do so. You may cancel these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes an express warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: La parrilla para impredores de vehículos usado incluye información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree to let us try to contact you in writing, by e-mail, or using recorded artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW*

Federal law and the law of the state of North Carolina apply to this contract.

J.D. POWER

9/3/2021

J.D. POWER Commercial Trucks

Wells Fargo WFAuto Funding

23 Pasteur
Irvine, CA 92168
9492854327
james.hysten@wellsfargo.com

Vehicle Information

Vehicle:	2019 Ford Commercial F350 F350 Chassis & Regular Cab
Period:	September 3, 2021
VIN:	1FDRF3HT9KDA14072
Mileage:	76,500
Base MSRP:	\$33,700
GVW:	9,800
GCW:	19,000

**J.D. POWER Commercial Trucks Values**

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Wholesale	\$31,750	N/A	\$7,450	\$39,200
Loan	\$28,575	N/A	\$7,450	\$36,025
Retail	\$37,950	N/A	\$7,850	\$45,800

Selected Options

	Wholesale/Loan	Retail
4WD or AWD	\$4,450	\$4,850
Plow Pkg.	\$3,000	\$3,000

STATE OF NORTH CAROLINA

MVR-191 (Rev. 01/2017)

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER
1FDRF3HT9KDA14072
TITLE NUMBER
77785119347942S

YEAR MODEL

2019

MAKE

FORD

BODY STYLE

TK

PREVIOUS TITLE NUMBER

10/01/2020

MAIL TO
WELLS FARGO AUTO
PO BOX 997517
SACRAMENTO CA 95899-

ODOMETER READING
000116
ODOMETER STATUS
TITLE BRANDS

OWNER(S) NAME AND ADDRESS

FIBERLINK TECHNOLOGIES LLC
DAVID GENE DOOLE
151 FLOWER HOUSE LOOP
TROUTMAN NC 28166

SHIPPING WEIGHT

6976

The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

COMMISSIONER OF MOTOR VEHICLES

FIRST LIENHOLDER: DATE OF LIEN 12/13/2019
WELLS FARGO AUTO
PO BOX 997517
SACRAMENTO CA 95899-7517

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____ DATE _____

SECOND LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____ DATE _____

THIRD LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____ DATE _____

FOURTH LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE _____

TITLE _____ DATE _____

ADDITIONAL LIENS:

106996326

42S T1C42S1

ANY ALTERATIONS OR ERASURES VOID TITLE